DATA RELEASE AGREEMENT OF CODED DATA

This Data Release Agreement is entered into on , between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (hereinafter “the University”), and (hereinafter “the Recipient”).

WHEREAS the Provider has the following data described as:

(hereinafter “the Data”).

NOW THEREFORE, the parties agree as follows:

1. The University shall provide for the Recipient’s use the DATA described above.

2. The Data is the property of the Provider and is made available as a service to the research community.

3. The Data being provided under this Agreement may be coded but contains no individually identifiable health information as defined by the HIPAA Privacy Rule. The Recipient will not ask University for identifying information nor will the Recipient attempt to establish the identity of the subjects of the Data. The University will not provide identifying information under this Agreement.

4. The Recipient shall only use the Data for teaching or not-for-profit research purposes.

5. The Recipient shall not further distribute the Data to any other party without the University’s written consent. The Recipient shall refer any requests for the Data to the University upon receipt of request.

6. The Recipient shall not use the name of the University, nor any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the University as provided by the University of Wisconsin - Madison Administrative Legal Services.

7. In all publications reporting the use of the Data, the Recipient agrees to acknowledge the University as the source of the Data. It is assumed, unless otherwise negotiated specifically in advance, that University researchers will participate as scientific collaborators and coauthors on any papers produced from the data. The University researchers may elect to waive their claim of authorship and elect to be recognized in an acknowledgment note.

8. **THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE DATA. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF**
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any licensee or any others resulting from the use of the data or any such invention or product.

9. The Recipient agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Recipient arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

10. The Recipient agrees to use the Data in compliance with all applicable federal and state laws and regulations.

11. The Data is provided at an optional transmittal fee solely to reimburse the University for its preparation and distribution costs. The transmittal fee is:

12. TERMINATION:

   a. This agreement will be scheduled to expire every ________ years from the date of signature.

   b. This Agreement may be terminated by either party at any time with 30 days written notice to the other party.

   c. In the event of Termination, the Recipient agrees that any Data it receives from the University shall be returned to the University not later than 90 days following notice of termination and the Recipient shall certify that no copies of the Data have been retained. Data communicated in electronic form will be deleted or destroyed within 90 days following notice of termination.

13. Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing. All notices to the University should be sent to:

   PRINCIPAL INVESTIGATOR:
and

Research and Sponsored Programs
21 N. Park Street, Suite 6401
Madison, WI 5715

All notices to the Recipient should be sent to:

14. This Agreement shall be governed by the laws of the State of Wisconsin.

15. Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by proper persons duly authorized:

Signature for The University:

NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________

Signature for The Recipient:

NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________